

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	No.
)	
DEBORAH A. NEAL,)	
)	
Defendant.)	

PLEA AGREEMENT

Pursuant to Rule 11(c)(1)(B) of the Federal Rules of Criminal Procedure, the parties described below have entered into the following plea agreement:

1. The Parties. The parties to this agreement are the United States Attorney's Office for the Western District of Missouri (otherwise referred to as "the Government" or "the United States"), represented by Todd P. Graves, United States Attorney, and J. Daniel Stewart, Assistant United States Attorney, and the defendant, Deborah A. Neal ("the defendant"), represented by J. R. Hobbs and John W. Kurtz.

The defendant understands and agrees that this plea agreement is only between her and the United States Attorney for the Western District of Missouri, and that it does not bind any other federal, state, or local prosecution authority or any other Government agency, unless otherwise specified in this agreement.

2. Defendant's Guilty Plea. The defendant agrees to waive her right to grand jury indictment and hereby does plead guilty to a one count Information charging her with a violation of 18 U.S.C. § 1341 and § 1346, that is, depriving citizens of the honest services of a

Kansas City, Missouri Municipal Court Judge. [A copy of the Information setting forth the charge is attached as Exhibit A.] By entering into this plea agreement, the defendant admits that she knowingly committed this offense, and is in fact guilty of this offense.

3. Factual Basis for Guilty Plea. The parties agree that the facts constituting the offense to which she is pleading guilty are as follows:

a. Defendant, Deborah A. Neal, was appointed as a Kansas City, Missouri Municipal Court Judge in May 1996, and served in that position until her resignation in November 2004. As a Municipal Court Judge, Defendant Neal presided over a variety of cases involving municipal ordinance violations. Defendant Neal was subject to the Code of Judicial Conduct contained in Missouri Supreme Court Rule 2. One of the Canons of Judicial Ethics, currently contained in Canon 4, prohibited judges from receiving loans from attorneys who practiced before her.

b. Beginning in 1996 and continuing to 2004, Defendant Neal requested and received loans from attorneys, including attorneys who practiced before her, and from one bonding company, which had written appearance bonds for criminal defendants appearing before her. Defendant Neal did not disclose any of the loans (a) to other attorneys opposing those attorneys who had made loans to her, including the Kansas City, Missouri City Prosecuting Attorneys; (b) to any of the parties appearing in cases where one of the attorneys had made loans to her; (c) to other judges, some of whom had cases in which Defendant Neal sometimes made rulings where one of the parties was represented by an attorney who had made loans to her; (d) to other bonding companies which had not made loans to her; (e) to other court personnel; or (f) to

any other citizens of Kansas City, Missouri or the State of Missouri, or other citizens appearing before her. Defendant sometimes asked for the loans to be paid in cash.

c. Between 1996 and 2004, Defendant Neal solicited approximately \$30,000 in loans from attorneys and the bonding company, received approximately \$28,000 in loans, and repaid only a portion of these loans.

d. As a Municipal Court Judge, Defendant Neal was required to file Public Reports of Extra-Judicial Income pursuant to the Missouri Code of Judicial Conduct with the Clerk of the Missouri Supreme Court relating to her financial affairs. Defendant Neal filed such forms beginning in 1997 and continuing until 2003. One of the items which was required to be disclosed consisted of loans over \$100. In none of the forms did Defendant Neal disclose the loans from the attorneys and bonding company, which she had received between 1996 and 2003, the last year she filed such an annual financial disclosure form. Although Defendant Neal received loans in 2004 from attorneys, the time for filing the Public Report of Extra-Judicial Income form had not come due before she resigned her position as Municipal Court Judge.

e. Defendant Neal filed her Public Reports of Extra-Judicial Income forms with the Clerk of the Missouri Supreme Court by mailing them from Kansas City, Missouri to Jefferson City, Missouri. Defendant acknowledges and agrees that she mailed the specific annual financial disclosure form referred to in the Information from Kansas City, Missouri to the Clerk of the Missouri Supreme Court in Jefferson City, Missouri on or about the date she signed the form.

f. In her personal bankruptcy filed in June 2000, Defendant Neal failed to disclose the loans from attorneys which had occurred before the filing for bankruptcy and failed

to disclose any of the subsequent loans from attorneys or the bonding company during the bankruptcy proceedings. Defendant Neal did not disclose these loans in her personal bankruptcy to conceal the loans from the public.

g. Defendant Neal knew that it was improper for her to receive loans from attorneys or bonding company with business before her in her official position. Defendant Neal used her official position to obtain some of the loans from attorneys to use for personal reasons. Defendant Neal met with certain attorneys who regularly appeared before her and who had made loans to her in her chambers and permitted some of these attorneys to have unescorted access to what was supposed to be a secure area leading to judges' chambers.

h. On one occasion, Defendant Neal requested and received a loan from an attorney who had been a defendant in a municipal criminal case where she had found the defendant not guilty.

i. As part of her agreement to plead guilty, and to accept responsibility for her conduct, as well as her duty to report possible ethical violations by members of the bar of the State of Missouri, Defendant Neal agrees to provide (1) a list of the attorneys and others with whom she dealt as municipal court judge and from whom she received loans; and (2) the amounts of those loans to (a) the Missouri Supreme Court Office of Chief Disciplinary Counsel; (b) the United States Probation Office and the Court in connection with the preparation of the presentence report; and (c) the United States Attorney's Office.

4. Use of Factual Admissions. The defendant acknowledges, understands and agrees that the admissions contained in this paragraph and other portions of this plea agreement will be used for the purpose of determining her advisory sentencing range under the United States Sentencing Guidelines (“U.S.S.G.”) and for calculating her offense level in accordance with U.S.S.G. § 1B1.3(a)(2). The defendant acknowledges, understands and agrees that uncharged related criminal activity may be considered as “relevant conduct” pursuant to U.S.S.G. § 1B1.3(a)(2) in calculating the offense level for the charge to which she is pleading guilty.

5. Statutory Penalties. The defendant understands that upon her plea of guilty to the charge of mail fraud, the maximum penalty the Court may impose under the one count Information is not more than five years of imprisonment, a \$250,000 fine, three years of supervised release, and a \$100 mandatory special assessment which must be paid in full at the time this plea agreement is presented to the Court. The defendant further understands that the offense to which she is pleading guilty is a Class D felony.

6. Guidelines Sentencing Procedures. The defendant acknowledges, understands and agrees to the following:

- a. in determining the appropriate sentence, the Court will consult and consider the United States Sentencing Guidelines promulgated by the United States Sentencing Commission; these Guidelines, however, are merely advisory in nature, and the Court may impose a sentence either less than or greater than the defendant’s applicable Guidelines range, so long as the sentence imposed is “reasonable”;
- b. the Court will determine the defendant's applicable Sentencing Guidelines range at the time of sentencing;
- c. in addition to a sentence of imprisonment, the Court may impose a term of supervised release of up to three years; and the Court must

impose a period of supervised release if a sentence of imprisonment of more than one year is imposed;

- d. if the Court revokes supervised release, an additional period of imprisonment of up to two years may be imposed, without credit for time previously spent on supervised release, and that in addition to a new term of imprisonment, the Court may, at its discretion, impose a new period of supervised release, the length of which cannot exceed three years, less the term of imprisonment imposed upon revocation of the defendant's supervised release;
- e. the Court may impose any sentence authorized by law, including a sentence that is outside of, or departs from, the applicable Sentencing Guidelines range;
- f. any sentence of imprisonment imposed by the Court will not allow for parole;
- g. the Court is not bound by any recommendation regarding the sentence to be imposed or by any calculation or estimation of the Sentencing Guidelines range offered by the parties or the United States Probation Office; and
- h. the defendant may not withdraw her guilty plea solely because of the nature or length of the sentence imposed by the Court.

7. Government's Agreements. Based upon evidence in its possession at this time, the United States Attorney's Office for the Western District of Missouri, as part of this plea agreement, agrees not to bring any additional charges against defendant for any federal criminal offenses related to the charges in the Information for which it has venue and which arose out of the defendant's conduct described above.

The defendant recognizes that the United States' agreement to forego prosecution of all of the criminal offenses with which the defendant might be charged is based solely on the promises made by the defendant in this agreement. If the defendant breaches this plea agreement, the United States retains the right to proceed with the original charges and any other

criminal violations established by the evidence. The defendant expressly waives her right to challenge the initiation of the dismissed or additional charges against her if she breaches this agreement. The defendant expressly waives her right to assert a statute of limitations defense if the dismissed or additional charges are initiated against her following a breach of this agreement. The defendant further understands and agrees that if the Government elects to file additional charges against her following her breach of this plea agreement, she will not be allowed to withdraw her guilty plea.

8. Preparation of Presentence Report. The defendant understands the United States will provide to the Court and the United States Probation Office a Government version of the offense conduct. This may include information concerning the background, character, and conduct of the defendant, including the entirety of her criminal activities. The defendant understands these disclosures are not limited to the count to which she has pleaded guilty. The United States may respond to comments made or positions taken by the defendant or the defendant's counsel and to correct any misstatements or inaccuracies. The United States further reserves its right to make any recommendations it deems appropriate regarding the disposition of this case, subject only to any limitations set forth in this plea agreement. The United States and the defendant expressly reserve the right to speak to the Court at the time of sentencing pursuant to Rule 32(i)(4) of the Federal Rules of Criminal Procedure.

9. Withdrawal of Plea. The defendant understands that if the Court accepts her plea of guilty and this plea agreement but imposes a sentence that is outside the defendant's applicable Sentencing Guidelines range, or imposes a sentence that the defendant does not expect, like or agree with, she will not be permitted to withdraw her plea of guilty.

10. Agreed Guidelines Applications. With respect to the application of the Sentencing

Guidelines to this case, the parties stipulate and agree as follows:

- a. The Sentencing Guidelines do not bind the Court and are merely advisory in nature. The Court may impose a sentence that is either above or below the defendant's applicable Guidelines range, provided the sentence imposed is "reasonable."
- b. The applicable Guidelines Manual is the one that took effect on November 1, 2000.
- c. The applicable Guidelines section for the offense of conviction is U.S.S.G. § 2C1.7, which provides for a base offense level of 10 in § 2C1.7(a).
- d. There is an increase of 8 levels under § 2C1.7(1)(B) because the defendant was an official holding a "high-level decision making . . . position" under § 2C1.7(1)(B).
- e. The defendant has admitted her guilt and clearly accepted responsibility for her actions, and has assisted authorities in the investigation or prosecution of her own misconduct by timely notifying authorities of her intention to enter a plea of guilty, thereby permitting the Government to avoid preparing for trial and permitting the Government and the Court to allocate their resources efficiently. Therefore, she is entitled to a three-level reduction pursuant to § 3E1.1(b) of the Sentencing Guidelines. The Government, at the time of sentencing, will file a written motion with the Court to that effect.
- f. The defendant's criminal history is a Category I. The parties agree that the Court will determine her applicable criminal history category after receipt of the presentence investigation report prepared by the United States Probation Office.
- g. If the foregoing estimate is accurate, the adjusted offense level is 15, and the criminal history category is I, with a sentencing range of 18-24 months.
- h. The defendant understands that the estimate of the parties with respect to the Guidelines computation set forth in the subsections of this paragraph does not bind the Court or the United States

Probation Office with respect to the appropriate Guidelines levels. Additionally, the failure of the Court to accept these stipulations will not, as outlined in paragraph 9 of this plea agreement, provide the defendant with a basis to withdraw her plea of guilty.

- i. The United States and the defendant agree that the Court may impose any sentence authorized by law, including any reasonable sentence outside the applicable Guidelines range. If the defendant seeks a sentence based on a downward departure or a sentence outside the Sentencing Guidelines range, the United States reserves the right to oppose the defendant's request, including but not limited to presentation of evidence at a sentencing hearing, and the right to seek an upward departure from the Guidelines range.
- j. The defendant consents to judicial fact-finding by a preponderance of the evidence of any contested issues pertaining to the determination of the defendant's sentence under the United States Sentencing Guidelines. The defendant waives any right to a jury determination beyond a reasonable doubt of all facts used to determine and enhance the sentence imposed, and waives any right to have those facts alleged in the indictment. The defendant also agrees that the Court, in finding the facts relevant to the imposition of sentence under the Guidelines, may consider any reliable information, including hearsay.
- k. The defendant understands and agrees that the factual admissions contained in paragraphs 3 and 4 of this plea agreement, and any admissions that she will make during her plea colloquy, support the imposition of the agreed Guidelines calculations contained in this agreement.

11. Effect of Non-Agreement on Guidelines Applications. The parties understand, acknowledge and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed in Paragraph 10, and its subsections. As to any other Guidelines issues, the parties are free to advocate their respective positions at the sentencing hearing.

12. Change in Guidelines Prior to Sentencing. The defendant agrees that if any applicable provision of the Guidelines changes after the execution of this plea agreement, then any request by defendant to be sentenced pursuant to the new Guidelines will make this plea agreement voidable by the United States at its option. If the Government exercises its option to void the plea agreement, the United States may charge, reinstate, or otherwise pursue any and all criminal charges that could have been brought but for this plea agreement.

13. Government's Reservation of Rights. The defendant understands that the United States expressly reserves the right in this case to:

- a. oppose or take issue with any position advanced by defendant at the sentencing hearing which might be inconsistent with the provisions of this plea agreement;
- b. comment on the evidence supporting the charge in the Information;
- c. oppose any arguments and requests for relief the defendant might advance on an appeal from the sentences imposed; and
- d. oppose any post-conviction motions for reduction of sentence, or other relief.

14. Waiver of Constitutional Rights. The defendant, by pleading guilty, acknowledges that she has been advised of, understands, and knowingly and voluntarily waives the following rights:

- a. the right to plead not guilty and to persist in a plea of not guilty;
- b. the right to be presumed innocent until her guilt has been established beyond a reasonable doubt at trial;
- c. the right to a jury trial, and at that trial, the right to the assistance of counsel;

- d. the right to confront and cross-examine the witnesses who testify against her;
- e. the right to compel or subpoena witnesses to appear on her behalf; and
- f. the right to remain silent at trial, in which case her silence may not be used against her.

The defendant understands that by pleading guilty, she waives or gives up those rights and that there will be no trial. The defendant further understands that if she pleads guilty, the Court may ask her questions about the offense or offenses to which she pleaded guilty, and if the defendant answers those questions under oath and in the presence of counsel, her answers may later be used against her in a prosecution for perjury or making a false statement. The defendant also understands she has pleaded guilty to a felony offense and, as a result, will lose her right to possess a firearm or ammunition and might be deprived of other rights, such as the rights to vote or register to vote, hold public office, or serve on a jury.

15. Waiver of Appellate and Post-Conviction Rights.

- a. The defendant acknowledges, understands and agrees that by pleading guilty pursuant to this plea agreement she waives her right to appeal or collaterally attack a finding of guilt following the acceptance of this plea agreement.
- b. The defendant retains her right to appeal any Sentencing Guidelines issues that have not been agreed upon by the parties. However, the defendant otherwise expressly waives her right to appeal her sentence, directly or collaterally, on any ground, including agreed-upon Sentencing Guidelines issues, except a sentence imposed in excess of the statutory maximum. However, if the United States exercises its right to appeal the sentence imposed as authorized by 18 U.S.C. § 3742(b), the defendant is released from this waiver and may, as part of the Government's appeal, cross-appeal her sentence as authorized by 18 U.S.C. §

3742(a) on any grounds except those expressly stipulated to or agreed upon in this plea agreement.

16. Waiver of FOIA Request. The defendant waives all of her rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case including, without limitation, any records that may be sought under the Freedom of Information Act, 5 U.S.C. § 552, or the Privacy Act of 1974, 5 U.S.C. § 552a.

17. Waiver of Claim for Attorney's Fees. The defendant waives all of her claims under the Hyde Amendment, 18 U.S.C. § 3006A, for attorney's fees and other litigation expenses arising out of the investigation or prosecution of this matter.

18. Defendant's Breach of Plea Agreement. If the defendant commits any crimes, violates any conditions of release, or violates any term of this plea agreement between the signing of this plea agreement and the date of sentencing, or fails to appear for sentencing, or if the defendant provides information to the Probation Office or the Court that is intentionally misleading, incomplete, or untruthful, or otherwise breaches this plea agreement, the United States will be released from its obligations under this agreement. The defendant, however, will remain bound by the terms of the agreement, and will not be allowed to withdraw her plea of guilty.

The defendant also understands and agrees that in the event she violates this plea agreement, all statements made by her to law enforcement agents subsequent to the execution of this plea agreement, any testimony given by her before a grand jury or any tribunal or any leads from such statements or testimony shall be admissible against her in any and all criminal

proceedings. The defendant waives any rights that she might assert under the United States Constitution, any statute, Federal Rules of Criminal Procedure, Section 11(e)(6), Federal Rules of Evidence, Section 410, or any other federal rule that pertains to the admissibility of any statements made by her subsequent to this plea agreement.

19. Defendant's Representations. The defendant acknowledges that she has entered into this plea agreement freely and voluntarily, and with the advice, assistance and approval of counsel. She further acknowledges that no threats or promises, other than the promises contained in this plea agreement, have been made by the United States, the Court, her attorneys or any other party to induce her to enter this plea of guilty.

20. No Undisclosed Terms. The United States and defendant acknowledge and agree that the above-stated terms and conditions constitute the entire plea agreement between the parties, and that any other terms and conditions not expressly set forth in this agreement do not constitute any part of the parties' agreement and will not be enforceable against either party.

21. Standard of Interpretation. The parties agree that this plea agreement will be interpreted according to general contract principles, taking into account, however, the constitutional implications of such agreements, and also agree that the words employed in this agreement are to be given their normal and ordinary meanings. The parties further agree that,

in interpreting this agreement, any drafting errors or ambiguities are not to be automatically construed against either party, whether or not that party was involved in drafting this agreement.

TODD P. GRAVES
United States Attorney

Dated: _____

By

J. DANIEL STEWART
Assistant United States Attorney

Dated: _____

DEBORAH A. NEAL
Defendant

Dated: _____

J. R. HOBBS
Attorney for Defendant

Dated: _____

JOHN W. KURTZ
Attorney for Defendant